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 UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF NEW YORK

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 GULF UNION INSURANCE & RISK : ECF CASE
 MANAGEMENT CO. (E.C.) :
 : 07 Civ. 5875 (KMK)
 Plaintiff, :
 : **COMPLAINT**
 - against - :
 :
 INDOTRANS; THE CHINA NAVIGATION :
 CO., LTD. d/b/a INDOTRANS; THE :
 CHINA NAVIGATION CO., INC. :
 d/b/a INDOTRANS; M/V “INDOTRANS :
 JAVA”; M/V “INDOTRANS FLORES”; M/V :
 “INDOTRANS CELEBES”, M/V “PACIFIC :
 MAKASSAR”, their engines, tackles, boilers, :
 etc. :
 Defendants. :

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 Plaintiff, through its undersigned attorney, alleges as follows for its complaint
 against defendants:

1. This action involves admiralty and maritime claims within the meaning of Rule 9(h) with respect to the carriage of the subject cargo by sea and falls within the Court’s pendent, ancillary, and supplemental jurisdiction as to the remaining aspects of the claim. Plaintiff seeks recovery for cargo loss and damage caused by defendants’ breaches of contract and torts.

2. Plaintiff Gulf Union Insurance & Risk Management Co. (E.C.) is a corporation organized under the laws of a foreign sovereign and sues herein as the

subrogated insurer of the shipments in suit, having paid the insurance claims of Omar Kassem Alesayi Marketing Co. Ltd. This action is also brought by and on behalf of the shippers, consignees, and owners of the cargo, as their interests may appears.

3. Defendants The China Navigation Co. Ltd. and The China Navigation Co. Inc., both doing business as Indotrans, are believed to be corporations organized under the laws of foreign sovereigns.

4. This Court has jurisdiction over the *in personam* defendants, who conduct business in the State of New York and the United States as a whole within the meaning of pursuant to Rule 4(k)(2) Federal Rules of Civil Procedure as common carriers of cargo for hire. In additional defendants' bills of lading include a Southern District of New York forum selection clause.

5. Upon information and belief the captioned vessels are now, or will be during the pendency of this action, within the admiralty and maritime jurisdiction of this Honorable Court or are otherwise subject to jurisdiction pursuant to Rule 4(k) (2) Federal Rules of Civil Procedure, and were at all material times owned, chartered, hired, managed or otherwise operated by the *in personam* defendants.

6. This action involves nondelivery, shortage, loss and damage to shipments of rice carried aboard the above-mentioned vessels which are described more fully in Indotrans bills of lading listed in the annexed Schedule A, B, C, D and E which are incorporated herein by reference.

7. The aforesaid loss, and damage was caused by defendants' (a) reckless and negligent failure to properly load, stow, carry, care for and deliver the subject cargo; (b) the unseaworthiness of the carrying vessels; (c) defendants' fundamental breaches of,

and material deviations from, the governing carriage contract; and (d) defendants' failure to take adequate and proper steps to mitigate the loss after the initial damage occurred.

8. As a result of the aforesaid, defendants are liable to plaintiff as common carriers, bailees and/or warehousemen for hire for damages in the amount of \$53,519.11.

9. Plaintiff sues on its own behalf and as agents and trustees for and on behalf of anyone else who may now have or hereafter acquire an interest in this action.

WHEREFORE, plaintiff demand judgment against the captioned defendants jointly and severally in the amount of \$53,519.11, in addition to interest at the rate of 9% per annum and the costs of this action, and request that the Court issue its process against the aforesaid vessels in rem.

Dated: New York, New York
June 20, 2007

Law Offices,
DAVID L. MAZAROLI

s/David L. Mazaroli

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File Nos.: 7K-1496, 7K-1498, 7K-1499
7K-1500 and 7K-1519

SCHEDULE A

Insurer:	Gulf Union Insurance & Risk Management Co. (E.C.)
Shipper:	American Rice Inc.
Consignee:	Omar Kassem Alesayi Marketing Co. Ltd.
Vessel:	M/V "INDOTRANS CELEBES"
Voyage:	CE023S
B/L No:	INDOUSFEP7001303
Dated:	August 30, 2006
Port of Loading:	Freeport, Texas
Port of Discharge:	Jeddah, Saudi Arabia
Commodity:	96,000 (48,000 + 48,000) bags of rice
Claim Amount:	\$18,686.13
CRE File:	1095/GUIJ/021006
DLM File:	7K-1496

SCHEDULE B

Insurer:	Gulf Union Insurance & Risk Management Co. (E.C.)
Shipper:	American Rice Inc.
Consignee:	Omar Kassem Alesayi Marketing Co. Ltd.
Vessel:	M/V "INDOTRANS FLORES"
Voyage:	FL023E
B/L No:	INDOCUSFEP7001205
Dated:	July 21, 2006
Port of Loading:	Freeport, Texas
Port of Discharge:	Jeddah, Saudi Arabia
Commodity:	96,000 (48,000 + 48,000) bags of rice
Claim Amount:	\$15,413.22
CRE File:	1089/GUIJ/230807
DLM File:	7K-1498

SCHEDULE C

Insurer:	Gulf Union Insurance & Risk Management Co. (E.C.)
Shipper:	American Rice Inc.
Consignee:	Omar Kassem Alesayi Marketing Co. Ltd.
Vessel:	M/V "INDOTRANS JAVA"
Voyage:	JA023E
B/L No:	INDOCUSFEP7001099
Dated:	June 20, 2006
Port of Loading:	Freeport, Texas
Port of Discharge:	Gizan, Saudi Arabia
Commodity:	48,000 (24,000 + 24,000) bags of rice
Claim Amount:	\$10,342.58
CRE File:	1083/GUIJ/260706
DLM File:	7K-1499

SCHEDULE D

Insurer:	Gulf Union Insurance & Risk Management Co. (E.C.)
Shipper:	American Rice Inc.
Consignee:	Omar Kassem Alesayi Marketing Co. Ltd.
Vessel:	M/V "INDOTRANS FLORES"
Voyage:	FL023E
B/L No:	INDOCUSFEP7001206
Dated:	July 21, 2006
Port of Loading:	Freeport, Texas
Port of Discharge:	Jeddah, Saudi Arabia
Commodity:	25,980 cartons of rice
Claim Amount:	\$5,252.40
CRE File:	1090/GUIJ/230806
DLM File:	7K-1500

SCHEDULE E

Insurer:	Gulf Union Insurance & Risk Management Co. (E.C.)
Shipper:	American Rice Inc.
Consignee:	Omar Kassem Alesayi Marketing Co. Ltd.
Vessel:	M/V "PACIFIC MAKASSAR"
Voyage:	QM023S
B/L No:	INDOCUSHOU7001498
Dated:	October 15, 2006
Port of Loading:	Freeport, Texas
Port of Discharge:	Jeddah, Saudi Arabia
Commodity:	25,032 bags of rice
Claim Amount:	\$3,824.78
CRE File:	1181/GUIJ211106
DLM File:	7K-1519